

## **MEDWAY HEATING (BOLTON) LIMITED BOILER REPAIR AND MAINTENANCE AGREEMENT**

Medway Heating (Bolton) Limited shall repair and maintain the equipment detailed in this agreement. Medway Heating (Bolton) Limited shall arrange and administer such agreement. These Terms and Conditions

should be read in conjunction with the plan summary. Together these documents form the entire agreement between Us and You which will be subject to English Law, and the parties submit to the exclusive jurisdiction of English Courts.

Please read this document carefully to ensure You understand this agreement. If You have any queries please call Medway Heating (Bolton) Limited on 01204 305222 extension 211.

### **DEFINITIONS**

Each time we use one of these words it will have the same meaning as below:

- **MHL** means Medway Heating (Bolton) Limited, Unit 3, Viola Street, Astley Bridge, Bolton BL1 8NG (registered in England with number 1187484).
- **Beyond Economical Repair** means carrying out a repair would cost more than replacing Your Boiler. If Your Boiler is found to be Beyond Economical Repair, Your boiler and maintenance agreement will cease with immediate effect.
- **Boiler** means the gas-fired boiler fired by natural gas or liquid petroleum gas.
- **Cancellation Period** means the number of days stated on Your plan summary which You can cancel Your plan by either telephoning Medway Heating (Bolton) Limited or returning Your plan documentation.
- **Exclusion Period:** Your plan may have an initial period when You are not covered (for one or more aspects) of Your cover. New customers have a 28 day exclusion period under 'plan period'. Providing You renew before the expiry of Your plan, the Exclusion Period will not apply at renewal.
- **Failure or Breakdown** means that the heating or hot water supply is no longer operational, because an item of equipment has ceased to function or is functioning erratically or at substantially less than normal efficiency.
- **Non Mechanical breakdown** means wear and tear of the external elements of the boiler such as the boiler casing, controls and thermostat. In the event of a Non Mechanical Breakdown, providing parts are available the component of the boiler which is affected by the Non Mechanical Breakdown will be repaired. Your plan summary will state whether You are covered for a Non Mechanical Breakdown.
- **Owner/You/Your** means the person entering into this agreement.
- **Property:** Your main place of residence or a commercial property, including private flats, maisonettes, bedsits, mobile homes and private rented accommodation or a dwelling that You let or sublet; OR a commercial property including offices, schools, hotels etc where the boiler meets our accepted criteria.
- **Services** means the repair and/or maintenance services provided under this Agreement.

### **ACCEPTANCE TO SCHEME**

1. The cost of these Services is shown on the front of the cover plan.
2. The cost of these Services will be reviewed at the end of each term.
3. MHL reserves the right to accept or exclude a model or range of boiler at any time.

## **ADMINISTRATION TERMS AND CONDITIONS**

This plan is arranged and administered for You by Medway Heating (Bolton) Limited. If You need to contact

Medway Heating (Bolton) Limited regarding the Administration Terms and Conditions please phone the Administration telephone number detailed in Your plan summary or write to the address on Your plan summary.

1. Medway Heating (Bolton) Limited will arrange and administer the Services and agree services standards for the delivery of the Services.
2. Your plan duration is shown on Your Plan Summary under 'Acceptance to the Scheme'. Your plan will begin on the date that 1<sup>st</sup> payment is taken. The Plan Summary will also detail when You can have a repair completed.
3. Medway Heating (Bolton) Limited will arrange for collection of payments in accordance with Your instructions. If You fail to make a payment on the due date, Your plan will be suspended immediately and during this period You will not be covered. Medway Heating (Bolton) Limited will notify You in writing within 5 working days if You fail to make a required payment. Medway Heating reserves the right to terminate this Agreement and take action against You should payment not be made by You within 30 days of such notification.
4. We may amend this Agreement for legal or regulatory reasons or for reasons relating to the availability of the product. Where this change benefits You, We will make the change immediately and notify You of the change within 28 days. In all other cases we will write to advise You of the change at least 28 days prior to any change taking effect. Where the changes do not benefit You and if You wish to terminate Your Agreement You may terminate Your Agreement and we will refund You for the remainder of the term shown on Your plan summary, unless a repair has been completed.
5. At the end of each 12 month period, Medway Heating may write to You to arrange for this Agreement to be continued for a further 12 months subject to a review of your repair history.
6. We reserve the right to review this Agreement when the boiler is ten years old
7. You are responsible for informing Medway Heating (Bolton) Limited of a change of address, so that cover can be transferred to Your new property. Please phone or write to Medway Heating (Bolton) Limited to advise of Your new address.

## **CANCELLATION**

1. If this agreement does not meet Your requirements, You should call Us or return Your plan documentation to Medway Heating (Bolton) Limited within the Cancellation Period specified on Your plan summary. Your payment will be refunded in full provided no work has been performed under this Agreement.
2. You will not receive a refund of Your payment if You cancel after Your cancellation period has expired. If Your annual boiler service has been completed You must make any remaining payments necessary to cover the costs of the annual boiler service.
3. Medway Heating (Bolton) Limited reserves the right to cancel this plan by giving You at least 7 days notice at Your last known address. If Medway Heating (Bolton) Limited cancel the plan, Medway Heating (Bolton) Limited will refund Your payment for the remainder of the current plan (annual payments only) period shown on Your plan summary provided no work has been performed under the Agreement.

## **WHAT IS COVERED?**

1. In order to determine what You are covered for, please refer to Your plan summary.
2. In the event of an Incident at Your Property, You should call Medway Heating (Bolton) Limited on 01204 305222 extension 211.
3. MHL will attend the Incident and repair or replace any defective part in the Boiler within a reasonable time of being notified of such an Incident, provided that any such part is reasonably obtainable and is not obsolete, in which case the replacement part will be adequate, but not necessarily the same as the part being replaced. Faulty parts removed shall become the property of MHL.
4. MHL shall be afforded full and free access and facilities to examine the Boiler at any time during the period of the contract and to adjust or repair the same. After two attempts to gain access, MHL will not accept responsibility for any Incident until such time as reasonable access has been allowed. Any work undertaken

by MHL is on the condition that any necessary licences, authorities or permissions including the consent of the Landlord are first obtained by the Owner. This contract is based on work being carried out during normal working hours (Monday to Friday 8.00am to 5.00pm).

5. If during an engineer visit or during the annual boiler service You are notified that MHL recommend remedial or maintenance works and these are not carried out within 28 days or Your Boiler does not meet MHL's eligibility criteria (for example if spare parts are no longer available) We will automatically cancel Your Boiler and Maintenance Agreement and refund Your payment. The amount refunded will be calculated on a pro rata basis and will take into account the number of complete unexpired months of protection remaining and will also include a deduction for the cost of the annual boiler service if this has been carried out. If a repair has been made, no refund of payment will be made.

6. If MHL attend the Property twice or more times and the Boiler is found to be operating correctly and there is no Failure, Breakdown or Non Mechanical Breakdown, MHL reserve the right to charge £70 each time to cover the costs of the call-outs.

### **Annual service visit**

1. MHL will normally arrange Your annual service visit during March–October to avoid disruption to the owner during the heating season (November – February). However, MHL may exercise its right to service during the heating season.

2. The service will be undertaken Monday – Friday only with an AM or PM appointment.

3. It is the owner's responsibility to ensure there is sufficient clearance and accessibility to service the boiler.

4. You will be contacted in writing or by telephone by MHL.

5. If after 3 telephone calls and a letter asking You to contact us to arrange the annual service visit, You have not given us a convenient date for the service, we reserve the right to postpone the service until the following year and no compensation will be paid for the loss of an annual service. We will tell You in writing if this is the case.

### **! WHAT IS NOT COVERED?**

1. Out of hour works are not included within this contract. MHL is entitled to make an additional call out charge if the owner requests work to be carried out before 8.00 am or after 5.00 pm. All our charges will be made on a time and materials basis in accordance with the current rates operating at the time of the out-of-hour call-out.

2. We will not carry out the Services or be liable for any costs in respect of the following:

a. any events pre-dating this Agreement;

b. replacing the boiler;

c. The Boiler if it is Beyond Economical Repair;

d. any adjustments to timing and temperature controls of the domestic/commercial heating boiler or failure/breakdown of programmers/timers where there is a manual override facility;

e. any Breakdown and/or Failure that occurs in a Property/Building that has been unoccupied for 60 or more consecutive days;

f. normal day-to-day maintenance for example, the addition of corrosion inhibitors;

g. boilers in Council or Housing Association owned properties;

h. any repair or adjustments carried out by any other person, including the owner or their agents. In the event of this taking place MHL shall have the right to disclaim all liability until they have re-examined the boiler and accepted in writing renewed liability under the terms hereof, for which a charge will be levied;

i. repair/replacement of any part of the gas central heating system (unless you are on this scheme) other than the boiler including the hot water cylinder, flue, radiators, the cold water supply tank, its feed and outlet;

j. the domestic water supply from the hot water cylinder or gas appliance, to and including the taps (unless you are on this scheme);

k. warm air heating systems, combination cylinders, elson tanks, thermal storage units or their controls or separate gas heaters providing hot water;

l. maintenance or replacement of fan convectors, heated towel rails or underfloor heating;

m. de-scaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion;

n. cookers and gas fires and back boilers;

o. any defect in the original design or delays in or inability to obtain parts;

- p. parts that need to be replaced as a consequence of wear and tear;
- q. power generation systems including solar panels, wind turbines, air conditioning units and combined heat and power systems and associated controls;
- r. repairs involving contact with asbestos materials;
- s. a Breakdown and/or Failure, when it has previously been identified by an engineer (during a previous visit) that remedial/maintenance work is required to prevent a future breakdown and/or failure;
- t. any losses that are indirectly associated with the Incident that caused You to have a repair completed, unless caused by our negligence. For example, loss of earnings due to time taken off work to deal with the Incident will not be covered. For commercial properties, loss of business earnings will not be covered;
- u. any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse, or third party interference including any attempted repair or modification to the gas central heating boiler and/or gas central heating system, which does not comply with recognised industry standards;
- v. loss or damage arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the property;
- w. damage caused to the Property and/or its contents whilst completing a repair will not be reinstated to the original condition;
- x. payment for the restoration of any internal fixtures or fittings (e.g. fitted units, special floor coverings such as wood block or ceramic tiles etc.) removed in the process of conducting the repair;
- y. any part of the boiler which is too difficult to or dangerous to access safely, or is impossible or impractical to maintain because of its position;
- z. any fixtures including wiring, earthing and lead piping where replacement is only necessary as a result of changes in legislation or health and safety guidelines, or to meet current best practice;
- aa. equipment which has not been installed, serviced or maintained in accordance with established practice or manufacturer's instructions or equipment which is not compliant with relevant legislation;
- bb. faulty workmanship or the use of defective materials by a non-approved engineer;
- cc. any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, subsidence, landslide, river or coastal erosion, earthquake, impact or other extraneous causes;
- dd. any loss or damage arising as a consequence of:
  - i. war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot, or civil disturbance;
  - ii. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
- ee. magnetic filters cleaning or repair
- ff. replacement of any decorative parts such as badges, trim, boiler case etc.

### **Complaints**

If You have a complaint relating to an administrative matter, please telephone or write to Medway Heating (Bolton) Limited, Unit 3, Viola Street, Astley Bridge, Bolton BL1 8NG or Telephone 01204 305222 extension 211.

If you have a complaint relating to the service provision, please telephone 01204 305222 extension 211 or write to Medway Heating (Bolton) Limited, Unit 3, Viola Street, Astley Bridge, Bolton BL1 8NG(registered in England with number 1187484).

### **DATA PROTECTION ACT**

Any information that You provide under this agreement will be held and used to administer Your plan by Medway Heating (Bolton) Limited (who shall be the "data controller" for the purposes of the Data Protection Act 1998).

This information can be supplied in Large Print